

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

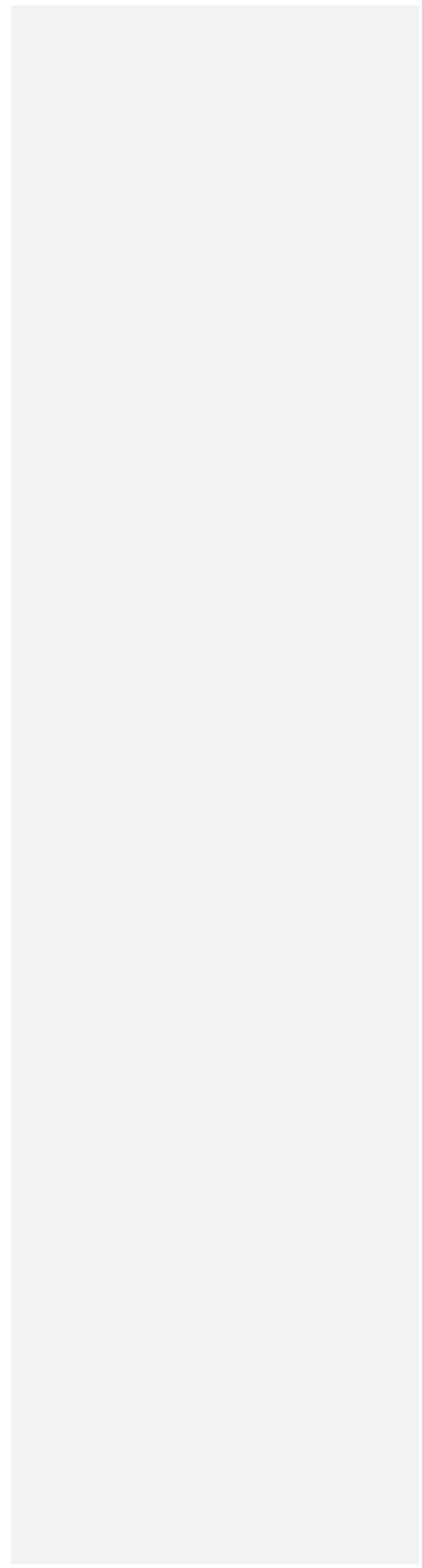
and

THE UNIVERSITY OF NEBRASKA AT KEARNEY
EDUCATION ASSOCIATION

for the period of

JULY 1, ~~2009-2011~~ through JUNE 30, ~~2011~~2013

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UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION

PREAMBLE

The variety and complexity of the various missions of the University of Nebraska at Kearney (hereafter referred to as the "University") produces an interdependence among the Board of Regents, administrators, faculty, students, and staff in academic matters. This academic community and its members are committed to promoting the quality and effectiveness of all programs at the University, as well as maintaining high standards of excellence in all phases of instruction, research, and service.

It is recognized by all parties that academic matters are appropriately addressed through a strong system of shared governance which includes consultation with faculty when consideration is given to the (a) role and mission of the University, (b) academic goals and objectives and (c) general policies designed to facilitate the achievements of the academic goals and objectives. Shared governance also requires departments and colleges to have involvement in the (a) recruitment, selection, and retention of faculty and administrators; (b) development of high-quality programs and courses; and (c) other matters affecting the achievement of the academic goals and objectives.

The Board of Regents of the University of Nebraska (hereinafter referred to as the "Board") and the University of Nebraska at Kearney Education Association (hereinafter referred to as the "UNKEA") jointly support the continued maintenance of shared governance at the University of Nebraska at Kearney, including the continuation of an independent Faculty Senate, with its own constitution and rules of procedures and composed of freely-elected representatives from the several faculties.

In jointly supporting the continued maintenance of shared governance as described in this Preamble the Parties recognize that the term "faculty" is not limited specifically to the Bargaining Unit as defined in Article II, or to the UNKEA as the certified bargaining agent thereof. Rather, such reference is to the general faculty of the University, and the Faculty Senate, which is the faculty governing agency.

The Board and the UNKEA agree that the principles set forth in this Preamble should guide the interpretation of their continuing relationship. No grievance under this Agreement shall be based on this Preamble.

University of Nebraska Board of Regents

and

University of Nebraska at Kearney Education Association

for the period of

July 1, ~~2009-2011~~ through June 30, ~~2011-2013~~

AGREEMENT

This Agreement made and entered into this 24th day of April 2009, between the Board of Regents of the University of Nebraska (hereinafter referred to as the "Board") and the University of Nebraska at Kearney Education Association (hereinafter referred to as the "UNKEA"). This Agreement shall supersede those rules, regulations, or practices of the Board of Regents and the University of Nebraska Kearney which are contrary to or inconsistent with the terms of this Agreement.

The written policies and procedures ~~of~~ of the Board and/or the University of Nebraska at Kearney, as they exist on the date of the contract ratification by both parties, shall, to the extent the same constitute mandatory bargainable terms and conditions of employment, remain in force during the term of this agreement and, to the extent that any action by the Administration in respect thereto would be applicable to the bargaining unit representative by the UNKEA hereunder, such policies and procedures, to the extent the same constitute mandatory bargainable terms and conditions of employment, shall not be altered, amended, supplemented, deleted, or otherwise modified in any way during the term of this Agreement, without the mutual consent of the Board or the appropriate administrative official and the UNKEA.

WHEREAS, the UNKEA and the Board have undertaken to negotiate in good faith with respect to the mandatory bargainable terms and conditions of employment of Unit Members represented by the UNKEA for the 2009-2010 and 2010-2011 fiscal years; and

~~WHEREAS~~ WHEREAS, these negotiations have resulted in a mutually acceptable collective bargaining agreement incorporating the terms and conditions hereinafter set forth.

NOW, THEREFORE, the UNKEA and the Board, for and in consideration of their mutual obligations and undertakings as herein set forth, agree as follows:

ARTICLE I.

TERM

The term of this Agreement shall be two (2) years commencing July 1, ~~2009~~2011, and continuing thereafter until 12:00 midnight June 30, ~~2011~~2013.

ARTICLE II.

RECOGNITION

Section 1.

The Board recognizes the UNKEA as the exclusive bargaining agent for all ~~full-time~~ ~~full-time~~ ranked instructional personnel; professor, associate professor, assistant professor, instructor, senior lecturer, and lecturer, including ranked librarians employed by the Board of Regents of the University of Nebraska, who perform teaching and/or research duties and who are administratively assigned to the University of Nebraska at Kearney, excluding ~~department chairs~~ ~~personnel~~ who have an administrative assignment of more than .5 FTE, all other administrative personnel and all persons assigned to the job classifications set forth in Appendix A, a copy of which is attached hereto and incorporated herein by reference.

Section 2.

If the Board proposes to change any existing job title or description, or to create new job titles covering work now being performed by the members of the bargaining unit, the administration shall notify the UNKEA of such proposed action and meet upon request to discuss the impact of the proposed changes on the composition of the unit. If the Board proposes to change or reorganize any academic unit at UNK in any manner which would alter the bargaining unit, the Board will notify the UNKEA of the proposal and will meet upon request with the UNKEA to discuss the impact of the proposed action on the composition of the unit. This contractual provision shall not preclude the right of either party to seek clarification and/or unit determination through the Commission of Industrial Relations.

ARTICLE III.

NONDISCRIMINATION

The Board and UNKEA agree that no preference or discrimination shall be shown by either the Board or the UNKEA for or against any employee covered by this Agreement on the basis of race, color, religion, sex, sexual orientation, national or ethnic origin, age, disability, marital status, veteran's status, union membership, or individual characteristics other than qualifications for employment, quality of performance of duties and conduct related to employment.

| Unit members [annually](#) will be offered the opportunity to participate in sexual harassment and sensitivity training. Sensitivity training may include subject matter involving ethnic and cultural awareness, diversity, Federal/State Equal Employment Opportunity laws, and University of Nebraska EEO/AA policy.

ARTICLE IV.

ACADEMIC FREEDOM AND RESPONSIBILITY

The Board and UNKEA recognize and accept the principles of both academic freedom and academic responsibility as established in Sections 4.1 and 4.2 of the "Bylaws of the Board of Regents of the University of Nebraska" in place at the time of ratification of this agreement by both parties.

ARTICLE V.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

The parties agree that all disputes should be resolved, whenever possible, before the filing of a grievance, and encourage open and honest communication between the administration and Unit Members so that resort to the formal Grievance Procedure will not normally be necessary. The parties also encourage the informal resolution of disputes whenever possible. At each step of the grievance process, participants are encouraged to pursue appropriate methods of conflict resolution. The purpose of the Grievance Procedure is to provide a prompt and efficient means for the investigation, response to and resolution of grievances. The Grievance Procedure hereinafter set forth shall be the sole and exclusive method for resolving grievances of Unit Members or the UNKEA concerning the administration of the terms and conditions of this contract.

Section 2. Definitions:

"Grievance" shall mean a dispute concerning the interpretation and/or application of a specific term or provision of this Agreement, or to the extent such written policies or procedures constitute mandatory negotiable terms or conditions of employment, a dispute concerning the interpretation and/or application of a specific term or provision of the written policies and procedures of the Board and/or UNK, in existence at the time of ratification of the Collective Bargaining Agreement by both parties, or upon entry of a final non-appealable order of a Special Master or the CIR pursuant to SS81-1369 to SS 81-1390, or as such policies may be amended from time to time, in accordance with Article VIII of this Agreement.

A grievance under Article V may also be pursued based on the good faith allegation that procedures outlined or referred to in this Agreement which affect or implement mandatory negotiable terms and conditions of employment were not followed and that such failure affected a substantive decision in the matter; except that, the substantive decision of the Board or its designee shall constitute the final administrative judgment in any proceeding which provides for a review and/or decision at that level, and such decision shall not give rise to a grievance, or to the continuation or reconsideration of grievance under Article V.

The following shall constitute specific matters with respect to which a Grievance can not be filed:

(a) Matters set forth in the written response and recommendation of the Dean or the Chancellor as required pursuant to Steps I or II of the formal Grievance Procedure;

(b) Matters set forth in the written decision of the Board or its designee as required by Step III of the formal Grievance Procedure;

(c) Any matter which has been previously resolved through written agreement, whether formal or informal, of the parties;

(d) Absent a material change of facts or circumstances, any matter arising out of or connected with facts and circumstances with respect to which a Grievant has previously filed a Grievance pursuant to the terms of this Grievance Procedure. This provision shall not preclude a complaint alleging failure to comply with or follow the grievance procedure.

(e) Matters relating to claims of discrimination prohibited by state, local or federal laws or ordinances, all of which shall be addressed and resolved through the appropriate University and/or state, federal or local procedures designed for such purposes.

(f) Matters which are specifically identified elsewhere in this Agreement as not subject to the grievance procedure, including, but not limited to, the following:

(i) The substantive decision of the Board to discontinue programs or departments (Article XII).

(ii) Non-reappointment or nonrenewal of Special appointment or an Appointment for a Specific Term (Article XIV).

Specific matters with respect to which a grievance may be filed based only on the allegation that the procedures outlined or referred to in this Agreement were not followed, and that such failure affected the substantive decision in the matter shall include, but shall not be limited to, the following:

(a) Matters relating to the granting of a Continuous Appointment;

(b) Matters relating to the termination of a Special Appointment or an Appointment for a Specific Term prior to the expiration of its stated term;

(c) Matters relating to the termination of a Continuous Appointment.

"Grievant": The term Grievant shall include a unit member, a group of Unit Members or the UNKEA.

Section 3. Informal Procedure

(a) The Informal Grievance Procedure should be initiated within thirty (30) calendar days following the act or omission giving rise thereto, or the date on which

the Grievant knew, or reasonably should have known, of such act or omission if the date is later.

(b) Informal Presentation and Discussion:

Prior to the notification of intent to file a formal Grievance, any unit member may present his/her dispute to the appropriate administrator, below the office of the Chancellor, with or without the UNKEA representative present. Similarly, representatives of the UNKEA may informally present and discuss the dispute on behalf of any unit member or group of Unit Members with the appropriate administrator, below the office of the Chancellor. Any settlement, withdrawal or disposition satisfactory to the complainant at this informal stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes which may subsequently thereafter arise.

(c) Intent to File a Formal Grievance

If there is no settlement, withdrawal or disposition satisfactory to the complainant at the informal stage of presentation and discussion, any unit member may then within seven (7) calendar days from receipt of the administrator's decision, notify the Chancellor of their Intent to File a formal grievance and begin formal proceedings. Representatives of the UNKEA may informally present and discuss the dispute on behalf of any unit member or group of Unit Members with the appropriate administrator, below the office of the Chancellor. The Chancellor may identify an administrative designee for such discussions.

The formal processing of the Grievance shall be delayed for a period of up to fourteen (14) calendar days from the initiation of the Intent to File, during which period efforts to resolve the Grievance shall be made. Upon the written request of either party to the other, and additional twenty-one (21) calendar day extension may be granted by mutual consent. The administrative designee administrator shall, during such delay or postponement, investigate the Grievance and meet with the Grievant and the UNKEA representatives. If such meeting results in the resolution of the Grievance, a written report reflecting such decision shall be prepared, executed by the parties and distributed to the Grievant and the UNKEA. Any settlement, withdrawal or disposition satisfactory to the grievant at this informal stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes, which may subsequently thereafter arise.

If the delay or postponement, or any extension thereof, expires without the Grievance being resolved to the Grievant's satisfaction, then the administrator shall prepare written determination setting forth the formal position of the administration with regard to such Grievance. Such determination shall be made within fourteen (14) calendar days next following the date on which the delay, including any extension thereof, expires and copies of the determination shall be distributed to the grievant and the UNKEA.

In the event the written decision refers to documents, copies of such documents shall be attached to the decision.

Section 4. Formal Grievance Procedure:

(a) Step I: The Chancellor shall submit the grievance to a "Grievance Advisory Committee" consisting of two (2) faculty Members chosen by the UNKEA, none of whom is a member of the grievant's department, and two (2) administrators chosen by the Chancellor, neither of whom has line authority over the grievant. The Committee shall undertake such investigations as it deems necessary, based on the circumstances, and shall issue its recommendation to the Chancellor within twenty-one (21) calendar days. The Chancellor shall issue a written decision within seven (7) calendar days following receipt of the recommendation of the Grievance Advisory Committee. ~~Transcripts of the Advisory Committee proceedings and hearings shall be created and made available to the grievant and involved parties at their request and at their own expense.~~ If transcripts of Advisory Committee proceedings and hearings are created, they will be made available to the grievant and involved parties at their request and at their own expense.

Step II:

(a) The Grievant and/or the UNKEA shall have seven (7) calendar days from receipt of the Chancellor's decision to appeal that decision to the Board of Regents or its designee. The Board, or its designee, shall schedule a conference at Varner Hall in Lincoln, Nebraska, with the Grievant and/or the UNKEA no sooner than fourteen (14) calendar days and no later than sixty (60) calendar days following the date on which the request for review was received. Upon the request of the grievant the conference may be in the form of a hearing held in accordance with the rules of the Nebraska Supreme Court. The proceedings will be tape-recorded and at the grievant's request and expense a transcript will be made available. Other expenses of the hearing should and any be incurred will be shared equally by the Board and the UNKEA and/or the grievant. The grievant will have the right to be heard and to call witnesses on his/her behalf. The Board, or its designee, shall thereupon undertake such further investigation as it, in its sole discretion, may deem necessary or appropriate and shall, within thirty (30) calendar days following the conclusion of the review conference or hearing, issue its written decision to the Grievant and the UNKEA stating the final position of the University administration with respect to the Grievance.

(b) Arbitration: If a Grievance is not resolved to the Grievant's satisfaction, the Board and the UNKEA may, following issuance of the Step II decision, agree, in lieu of all other legal process, to submit the dispute to binding arbitration, and, if agreed to, shall mutually select an arbitrator or arbitrators competent in matters peculiar to institutions of higher education, and, if appropriate, to the particular discipline or issue which constitute the subject matter of the Grievance. Should the parties be unable to agree on an arbitrator or arbitrators within fourteen (14) calendar days, the dispute shall be referred to the American Arbitration Association for resolution by an arbitrator from its labor panel in accord with its voluntary rules of labor arbitration. The cost of arbitration shall be shared equally by the Board and the UNKEA and/or the grievant. Such cost shall be limited to the arbitrator's fees and expenses and charges of the American Arbitration Association. Absent the consent of both parties following the Step II decision of the Board, the dispute shall not be subject to arbitration or further proceeding hereunder.

(c) As used in Section 4 (a) and 4 (b) above, the phrase, "the UNKEA and/or the grievant" shall refer to the UNKEA in instances in which the UNKEA is representing the grievant or is the grieving party. It shall refer to the faculty member when the UNKEA is not involved as the grievant, or in a representative capacity in the grievance.

Section 5. Effect of Resort to Other Procedures:

If prior to seeking the resolution of a dispute by filing a Grievance hereunder, or, if while this Grievance Procedure is in progress, the Grievant seeks resolution of the dispute in any other forum, whether administrative or judicial, then, in that event, the Board and the Administration shall be free from the obligation to entertain or proceed further with the resolution of the dispute pursuant to the terms of this Grievance Procedure.

Section 6. Representation:

The UNKEA shall have the right to represent any unit member in a Grievance filed hereunder, provided the unit member may represent himself or herself or be represented by legal counsel of his/her choice at his/her own expense. If the unit member elects not to seek representation by the UNKEA, then, in that event, the appropriate administrator shall inform the UNKEA in writing that the Grievance has been filed, and the UNKEA shall be provided with a written statement of the resolution of any Grievance filed under this Section.

Section 7. Grievance Form:

All formal Grievances must be submitted on the standardized grievance forms which are appended to this Agreement as Appendices "B", "C", and "D" and incorporated herein by reference.

Section 8. Resolution of Grievance Cannot Violate the Agreement:

No resolution of a Grievance shall be in any way inconsistent with the terms of this Agreement.

Section 9. Appearances of a Unit Member in the Grievance Procedure:

When a unit member participates in a grievance conference, meeting, or hearing, the Unit Member's salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

Section 10. Extension of Time Limits:

All time limits contained in this Article may be extended by mutual agreement of the parties involved directly in the particular step in the grievance procedure; except that the time limits for the initial filing of the grievance may be extended only by written agreement between the appropriate administrator and the UNKEA or the grievant.

Section 11. Notification:

All grievances, requests for review, notices, and decisions within the context of the informal procedure (Article V, Section 3) may be processed within the medium of electronic communications as well as within a written format executed through campus mail and delivered messages.

All grievances, requests for review, notices, and decisions within the context of the formal procedure (Article V, Section 4) shall be transmitted by certified or registered mail, postage prepaid and return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice, or discussion, the date of posting shall be determinative. In the event that an action falls due on a Saturday, Sunday, or holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

ARTICLE VI.

PERSONNEL FILES

Faculty Academic Records shall be kept in the offices of the Unit Member's Department, the Dean of the College, and the Office of the Senior Vice Chancellor for Academic and Student Affairs (original certified copies of transcripts and other such documents as required for North Central Association accreditation shall be kept in the Office of the Senior Vice Chancellor for Academic and Student Affairs). A personnel file is also maintained in Human Resources. The Official Record is the Cumulative Faculty Academic Record maintained for each Unit Member in the Office of the Dean of the College of his/her major assignment. Documents of ~~and an~~ evaluative nature addressing the Unit Member's performance, employment status, or academic assignment must be copied to the Faculty Member prior to being placed in a Faculty Academic Record. Each Unit Member shall have the right to (a) review his/her Faculty Academic Record during regular office hours and (b) attach a statement signed by the Unit Members to any material found in his/her Academic Record. Within two (2) working days of the Unit Member's written request to the Dean of the appropriate college, the Administration shall provide Unit Member with copies of any or all requested materials in his/her file, provided the Unit Member pays the cost of such photocopies.

ARTICLE VII.

WAGES

Section 1. Degree Completion Increment:

(a) Full time, tenure track faculty who are members of the bargaining unit, and who do not possess a terminal degree at the time of hire will receive a one time, increase in base salary in the amount of One Thousand Five Hundred dollars (\$1,500.00) upon completion of their terminal degree, provided that the degree is completed within two years of their initial date of hire and provided that the degree is in the individual's assigned discipline.

(b) Except as set forth above no other adjustments in salary shall be made for bargaining unit members as a result of or in connection with completion of a terminal degree during the term of this Agreement.

Section 2. ~~2009-2010~~2011-2012 Salary Increases:

(a) Promotion Increases: All eligible faculty who receive a promotion in faculty rank, effective for the ~~2009-2010~~2011-2012 academic year, shall receive the following promotion increases:

Promotion to Professor	\$ 3,500
Promotion to Associate Professor	\$ 2,500
Promotion to Assistant Professor	\$ 1,500
Promotion to Senior Lecturer	\$ 1,000

(b) A faculty salary increase pool shall be established based on eligible faculty as defined in Section 4 (a) in the amount of ~~1.2.9~~1.2.9%. The ~~1.2.9~~1.2.9% salary distribution shall be applied as stipulated in Section (2) excluding item (a). In the event funds are insufficient to meet the specified distribution, adjustments will be made in reverse order beginning with Item (e) Flat Dollar.

(c) In cases in which the promotional increase stipulated in Section 2 (a) above results in an adjusted salary below the lowest ~~2008-2009~~2010-2011 base salary in the rank to which the faculty member is being promoted (referred to as the Annual Promotion Floor), the salary of the faculty member being promoted will be increased to the Annual Promotion Floor.

(d) Increase for Satisfactory Performance/Across the Board: Each eligible faculty member shall receive \$ ~~1,550~~ increase in his or her ~~2009-2010~~2010-2011 base salary.

(e) Increase for Satisfactory Performance/Flat Dollar: Any remaining salary increase funds shall be distributed ~~across the board as a flat dollar to~~ the stated annual ~~2009-2010~~2010-2011 base salary of each eligible unit member, excluding stipends, overload, summer school, or other compensation of any kind.

~~(f) In cases in which the University is officially informed, by April 15, 2011, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Article VII, Section 2 to which said Unit Member would be entitled in 2011-2012 shall revert back to the Satisfactory Performance salary increase pool and shall be distributed under Article VII, Section 2.~~

It is the express intention of the parties that all salary savings which result from the termination of unit members' employment, whether as a result of resignation, retirement, death, or otherwise, shall be retained by the Board and shall not serve to increase the salary increases provided for herein.

(g) Calculations for Section (c) and (e) will be rounded to the nearest whole dollar. Any pool residuals after allocation for (a) – (e) will be treated as salary savings.

Section 3. ~~2010-2011~~2012-2013 Salary Increases:

(a) Promotion Increases: All eligible faculty who receive a promotion in faculty rank, effective for the ~~2010-2011~~2012-2013 academic year, shall receive the following promotion increases:

Promotion to Professor	\$ 3,500
Promotion to Associate Professor	\$ 2,500
Promotion to Assistant Professor	\$ 1,500
Promotion to Senior Lecturer	\$ 1,000

(b) A faculty salary increase pool shall be established based on eligible faculty as defined in Section 4 (a) in the amount of ~~2.5~~1 %. The ~~2.5~~1 % salary distribution shall be applied as stipulated in Section (3) excluding item (a). In the event funds are insufficient to meet the specified distribution, adjustments will be made in reverse order beginning with Item (e) Flat Dollar.

(c) In cases in which the promotional increase stipulated in Section 3(a) above results in an adjusted salary below the lowest ~~2009-2010~~2011-2012 base salary in the rank to which the faculty member is being promoted (referred to as the Annual Promotion Floor), the salary of the faculty member being promoted will be increased to the Annual Promotion Floor.

(d) Increase for Satisfactory Performance/Across the Board: Each eligible faculty member shall receive \$1,300 increase in his or her ~~2010-2011~~2011-2012 base salary.

(e) Increases for Satisfactory Performance/Flat Dollar: Any remaining salary increase funds shall be distributed ~~across the board as a flat dollar~~ to the stated annual ~~2010-2011~~2011-2012 base salary of each eligible unit member, excluding stipends, overload, summer school, or other compensation of any kind.

~~(f) In cases in which the University is officially informed, by April 15, 2012, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Article VII, Section 3 to which said Unit Member would be entitled in 2012-2013 shall revert back to the Satisfactory Performance salary increase pool and shall be distributed under Article VII, Section 3.~~

It is the express intention of the parties that all salary savings which result from the termination of unit members' employment, whether as a result of resignation, retirement, death, or otherwise, shall be retained by the Board and shall not serve to increase the salary increases provided for herein.

(g) Calculations for Section (c) and (e) will be rounded to the nearest whole dollar. Any pool residuals after allocation for (a) – (e) will be treated as salary savings.

Section 4. For purposes of Sections 2 through 3, the following shall apply:

(a.) Eligible Faculty: The provisions of this article will apply only to those Faculty members who are Unit Members on the 25th day of April of the academic year immediately preceding the academic year in which the increase is effective and whose appointment status as of August 15, ~~2009~~2011, and August ~~14, 2010~~15, 2012, of the year for which the increase is effective is continued and is within the bargaining unit described in Section 1 of Article II of this contract. In addition, only continuing faculty whose performance was judged satisfactory or better as a result of their most recently completed formal performance review shall be eligible for salary increases.

(b.) Effective Date of Increase: Unless otherwise specified, increases determined under this article shall be effective as of the first day of the fall semester of the academic year to which they apply, for instructional faculty; and July 1 of the contract year to which they apply for library faculty.

Section 5. Overload Payments

Wages for overload during the regular academic semester, whether it be for short session two-week courses, workshops, or expanded campus classes, shall be computed at the rate of two and one-half percent (2.5%) of the faculty member's academic base salary per credit hour, or four hundred dollars per credit hour, whichever is greater. If travel is involved, the faculty member shall be provided compensation for travel time to and from the teaching assignment and for meals and lodging if necessary. If an off-campus class being offered is canceled by the University or a faculty member is replaced, the faculty shall receive payment for each class actually attended in relation to the number of class sessions scheduled.

Section 6. Summer Compensation

(a) ~~2009-2010 and 2010-2011~~[2011-2012 and 2012-2013 Academic Years](#)

Wages for summer classes 2009 (May, 2009 through August, 2009) and 2010 (May, 2010 through August, 2010) shall be computed at the rate of three percent (3.00%) of the faculty member's academic year salary per credit hour, may not exceed thirty percent (30%) of the year's salary during summer employment. Credit hours shall be adjusted for laboratory and /or graduate courses, in a manner consistent with course load practice during the regular term. If a class is canceled by the University or a faculty member is replaced, the faculty member shall receive payment for each class actually attended in relation to the number of class sessions scheduled. Wages for non-teaching assignments may exceed the thirty percent (30%) maximum in accordance with Article VII Section 7 below.

(b) Reopening of Article VII, Section 6

Reopening of negotiations, for this Section of the contract only, will occur if, for the summer sessions of 2009 (May, 2009 through August, 2009), the University of Nebraska at Kearney does not reach the point where all tuition dollars received by UNK for summer sessions meets at least ninety-five percent (95%) of the amount expended for teaching faculty salaries (i.e., 3.00% per credit hour), excluding fringe benefit costs, administrative costs, and overhead costs. If negotiations are reopened, any contract amendments agreed upon shall take effect for the summer session of 2009.

(ceb) Letters of appointment for summer classes shall ordinarily be provided to the unit members no later than two weeks prior to the commencement of the class.

Section 7. Salary Adjustments

The Administration will not adjust any unit member's salary unless provided for in this Agreement, mutually agreed to in writing by the UNKEA and the University subsequent to this Agreement, or in response to a legal order from a Court of competent jurisdiction or similar authority.

ARTICLE VIII.

FRINGE BENEFITS

Section 1.

Each Unit Member shall be eligible to participate in the University-wide Fringe Benefit Program such as Retirement and Early/Partial Retirement, Long-Term Disability Insurance, Group Life/Accidental Death and Dismemberment Insurance, Optional Group Life Insurance, and Group Medical Insurance (or Health Maintenance Organization Participation), Long Term Care, Vision Care, and Group Dental Insurance and as such will be provided with the coverage and University contributions associated with such participation.

Section 2.

The Board or its designee shall have the right to modify vendor, plan design, coverage, premiums, fees and charges to Unit Members for any and all programs provided under this Article, so long as such modifications are extended to the Unit Members on the same basis as to all other University full-time employees. A "Meet and Confer" meeting between representatives of the Board and the UNKEA prior to the formal announcement by the Board to Unit Members of any changes in plan design, coverage, premiums, fees or changes in the University-wide Fringe Benefits program shall be held unless, by mutual written consent, both parties stipulate a meeting is not required. "Meet and Confer" as used in this Section shall include prior notice of proposed revisions. To ensure the UNKEA has the opportunity for input involving the deliberations affecting plan design, coverage, premiums, fees, or charges in the University-wide Fringe Benefit Program, the Board or its designee, will provide to UNKEA ten (10) working days to comment on such activities prior to finalizing program changes.

Section 3. Disability/Sick Leave:

Eligibility for Disability Leave as provided herein will be restricted to only those Unit Members who have been employed in a paid status by the Board for more than twelve (12) ~~nine (9)~~ consecutive months on a 1.00 FTE basis.

The University will create a system-wide committee to examine the feasibility of changes to the Long Term Disability benefit. The committee shall be established no later than September 1, 2009

The term "Disability" as used in this Section, refers to a condition whereby a Unit Member must be absent from his/her assigned duties for a time period greater than

five (5) consecutive Work Days and up to a maximum time period of six (6) consecutive months, due to any of the following:

- (a) Accident;
- (b) Pregnancy or the complications of pregnancy or childbirth;
- (c) Exposure to contagious disease requiring quarantine; and/or
- (d) Other illness or disability.

To make application for Disability Leave, the Unit Member must present to the Dean a licensed physician's statement that certifies:

- (a) The nature of the disability;
- (b) The physician's opinion that the Unit Member's continued performance of his/her regularly assigned duties would be injurious to himself/herself or others; and
- (c) The expected duration of the disability, which must involve more than five (5) consecutive Working Days.

The University may require updated medical information at reasonable intervals.

Within a reasonable period, but not more than two weeks following receipt of a physician's certification, the Dean will notify the disabled Unit Member of the effective date of his/her Disability Leave.

Unit Members on Disability Leave shall be entitled to receive salary modified as follows:

- (a) The salary rate while on Disability Leave will be the rate at which the Unit Member was paid for the Primary Appointment on the effective day of the leave.
- (b) Total salary paid to a Unit Member during the entire time of the Disability Leave shall not exceed the equivalent of six (6) months salary and shall be reduced by any amounts the Unit Member receives through Worker's Compensation or other government-sponsored insurance program, or regular part-time salary in the case of a partial disability leave.
- (c) Unless authorized by UNUM, a Unit Member shall not receive any salary for the same period in which he/she receives benefits under the provisions of UNUM Disability Income Protection Policy Number 501193, or successor coverage.

Family Medical Leave Act of 1993:

This provision (Section 3) is intended to comply with the Family Medical Leave Act of 1993 ("Act"), and the regulations promulgated there under, and Board policy related thereto. To the extent that this Section should conflict with the Act or related policy, the Act shall prevail, except where the Section grants a right greater in scope than the Act.

University of Nebraska Parental Leave Policies

The University of Nebraska Parental Leave Policies as adopted by the Board of Regents on June 28, 1998 and as amended September 29, 2000, or as those policies may be modified by the Board with the mutual consent of the UNKEA, are incorporated herein by reference.

Section 4. Disability Termination:

At the expiration of an approved Disability Leave, the Unit Member shall return to work on a full-time basis, or on a part-time basis with proportionate reduction in compensation and University benefit contributions. In the event that a Unit Member cannot return to work, he/she may apply for Personal Leave. If no such application is made, or if personal leave is not granted, he/she shall be deemed to have separated from service as of the last day of the Disability Leave. If the Unit Member is unable to return to full-time service after twelve (12) months of part-time service, he/she shall be deemed to have separated as of the last day of such part-time status. Faculty who are otherwise eligible to be Unit Members and return to work from a Disability Leave on a part-time basis shall be considered Unit Members. Nothing in this Section shall preclude the Administration from granting an extension to the period of disability leave or period of part-time service.

Section 5. Tuition Remission:

The Board and UNKEA agree that each Unit Member employed on May 11, 1991 have the option, on a one-time basis, to retain KSC Tuition Remission or select implemented provisions for Dependent Tuition Remission Transfer. Therefore, each unit member will have one of the following:

(a) The Board agrees to continue to provide a 50% tuition remission for attendance at undergraduate and graduate courses at the University of Nebraska at Kearney to immediate family (spouse and dependent children) on a space-available basis in accord with the tuition remission policy as in effect on January 1, 1991, for Unit Members employed on May 11, 1991.

(b) The Board agrees that a program will be implemented providing for Dependent Tuition Remission Transfer. Procedures are incorporated herein as Appendix E.

Section 6. Faculty Development Fellowship: (formerly referred to as Periodic Professional Leave)

(a) Subject to the availability of funds, the demonstrated benefit to the institution in terms of professional development, and the ability of the institution, its colleges and

departments to maintain programs and program emphasis and to thereby achieve their mission and meet their enrollment demand, any Unit Member on Continuous Appointment who has completed six years of full-time service at UNK at any academic rank shall be eligible to apply for a Faculty Development Fellowship, either for a full year at half pay and full benefits or for a half year at full pay and full benefits. Each six-year period of full-time service shall renew eligibility to apply for a Faculty Development Fellowship.

Subject to the factors noted above, it is a policy at UNK that as a normal course of affairs the on-going institutional goal is to annually fund approximately two (2) Faculty Development Fellowships per college.

(b) Faculty Development Fellowships are to be taken only for professional development. Professional development shall refer to activities that enhance the Unit Member's professional expertise. Such activities include, but are not limited to, research, creative and scholarly development, retraining, field studies, visiting lectureships, and practice within the field of specialization. An application which sets forth the length of the professional leave and its relationship to the Unit Member's professional development shall be prepared by the Unit Member and filed with the appropriate Dean. The application shall be reviewed by the Unit Member's department and subject to the approval of the appropriate Dean (in consultation with an elected faculty advisory group), the Senior Vice Chancellor, the Chancellor, and the Board. Such leaves shall not be considered to be an entitlement or an automatic reward for years of service. The substantive decision of the Board or Administration to approve or disapprove applications for Faculty Development Fellowship shall not be grievable under this Agreement.

(c) The time period of the Faculty Development Fellowship and its activities shall be considered service to UNK for all purposes. Based upon a written report submitted by a Unit Member on Faculty Development Fellowship, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. No Unit Member on Faculty Development Fellowship shall be required to contribute to the compensation of any substitute(s) to perform all or any part of that Unit Member's assigned workload.

(d) The recipient of a Faculty Development Fellowship agrees to resume his/her duties at the University of Nebraska upon termination of the leave and continue such duties for a period of at least one academic year, and if he/she fails to do so in strict accordance with said agreement, agrees to reimburse the University for all pay received during the leave of absence, unless waived by the Board or its designee. In the event such recipient fails to return on the date specified, he/she shall be considered separated as of the last day of said leave, unless other arrangements are agreed to by the recipient and the University.

Section 7. If a Voluntary Tenure Settlement Program, or other comparable program, is established by the University during the term of the Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time personnel.

Section 8. If a Voluntary Phased Retirement Appointment Policy or comparable program is established by the University during the term of this Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time personnel.

ARTICLE IX.

USE OF FACILITIES AND SERVICES

Section 1.

Duly authorized representatives of UNKEA shall be permitted to transact official UNKEA business on University property at reasonable times, provided that such business shall not interfere with or interrupt normal University operations or the responsibilities of faculty members.

Section 2.

The UNKEA shall continue to have access to use of printing, duplicating, addressing and other campus services subject to the then current use and fee requirements.

Section 3.

Unit members who are authorized representatives of the UNKEA may have access to campus e-mail, World Wide Web, ~~and and~~ other electronic campus services. Such use shall be governed by all University policies pertaining to employee use of electronic communications and equipment.

ARTICLE X.

ASSOCIATION ACTIVITIES

UNKEA officers, members of the Negotiations Counsel, and team members shall be granted leaves of absence without loss of salary to participate in negotiation sessions with the Board, provided that the campus administration must be informed of and approve such leaves through the usual leave practices or procedures, and, provided further, that the parties shall cooperate and use their best efforts to avoid, when possible, scheduling negotiation sessions during officers' or members' scheduled class times.

The Administration shall permit the UNKEA to purchase up to 15 credit hours of instruction per semester from instructional units. The purchased instructional time shall be utilized to enable officers and representatives of UNKEA to be released from assigned duties for contract-related activities. Affected instructional units shall be compensated at the rate of up to \$2,100.00 plus the current rate of FICA for each three-semester credit hour assignment unit. No more than ~~one~~ one UNKEA officer or representative shall be released for more than one course of assigned instructional duties per semester or for more than two consecutive academic years under this provision. No UNKEA officer or representative shall be released from more than two courses (6 semester hours) of assigned instructional duties per semester or for more than two consecutive academic years under this provision.

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ARTICLE XI.

INFORMATION TO BE PROVIDED

Section 1.

The Senior Vice Chancellor for Academic and Student Affairs shall advise the UNKEA President at the time of the distribution of normal meeting call of open meetings of the Board, and shall provide the UNKEA with a copy of the advance agenda for each meeting. The Senior Vice Chancellor for Academic Affairs will make available to the UNKEA President an official copy of the minutes of each meeting of the Board.

Section 2.

The Vice Chancellor for Business and Finance shall provide the UNKEA a copy of the executive summary of the annual budget request when it is distributed to the Board, the final budget request document when it is provided to the Statehouse, and a complete set of the annual operating budget documents at the time these are distributed to the Board.

Section 3.

A copy of the instructional services portion of the operating budget shall be provided by the Executive Officer of the Board to the UNKEA President promptly after final approval of the Board of Regents.

Section 4.

The Vice Chancellor for Business and Finance shall provide lists of all bargaining unit salaries to the UNKEA President upon approval by the Board.

Section 5.

The Vice Chancellor for Academic Affairs will provide the UNKEA President with all proposed salary changes for bargaining unit members on a monthly basis.

Section 6.

The Senior Vice Chancellor for Academic and Student Affairs shall provide the UNKEA a list of faculty who have been awarded promotions and /or tenure at the time that the Chancellor approves such awards.

Section 7.

The Senior Vice Chancellor for Academic and Student Affairs shall provide UNKEA a list of faculty who are undergoing a post-tenure review and a summary of the outcomes of such review at the time of the completion of the reviews by the SVCASA's office.

Section 8.

The Senior Vice Chancellor for Academic Affairs shall provide UNKEA a list of faculty who will receive pay for exceptional performance when such allocations are approved by the SVCASA's office.

Section 9.

The Senior Vice Chancellor for Academic and Student Affairs shall provide the UNKEA a list of summer courses including assigned faculty salaries and courses which have been cancelled at the conclusion of the last summer session.

Section 10.

The Senior Vice Chancellor for Academic and Student Affairs shall provide the UNKEA a list of For-Credit Distance and Electronic Education Offerings including assigned faculty for each offering.

Section 11.

All information provided under this article, other than information considered public record under Nebraska Statute shall be treated as confidential information by the UNKEA and /or unit members who are officers or authorized representative of the UNKEA.

Section 12.

The Senior Vice Chancellor for Academic and Student Affairs shall provide the UNKEA copies of the Approval Forms for Remuneration for the Initial Preparation of a Distance Education Course as they are received.

Section 13.

The Senior Vice Chancellor for Academic and Student Affairs shall provide the UNKEA a report on applications and approvals of Faculty Development Fellowships prior to the end of Spring Semester.

Section 14.

The Senior Vice Chancellor for Academic and Student Affairs shall provide the UNKEA with a list of all course overloads authorized during the academic year (incorporating data on the course, faculty, department and college and compensation), prior to the end of the Spring Semester.

Section 15.

The Senior Vice Chancellor for Academic and Student Affairs shall provide the UNKEA information on any proposed or authorized experimental , pilot, or other exceptional course offerings and compensation, before final adoption of such programs occur.

ARTICLE XII.

REDUCTION IN FORCE (LAY OFF)

Whenever a reduction in force, as determined by the Chancellor, is necessary due to discontinuance of a program or department, financial exigency, over-staffing or by direction of the Administration or Legislature, a Faculty Advisory Committee shall be established to provide recommendations to the campus administration. In each instance, the Faculty Advisory Committee shall be established by the campus Chancellor. The Faculty Advisory Committee shall consist of one member of the UNKEA Executive Committee to be nominated to the Chancellor by the UNKEA Executive Committee; one member from the Executive Committee of the Faculty Senate; one member representing the Graduate Faculty; and one member from each of the four under graduate colleges, and the Library. The Graduate Faculty, the undergraduate colleges, and the Library will independently select their respective nominees to forward to the Chancellor. In each instance, the Faculty Advisory Committee shall provide recommendations to the campus Administration regarding program viability within time limits established by the Administration. The Faculty Advisory Committee recommendation shall be advisory only and the final decisions regarding the necessity of reduction in force shall be reserved to the Administration of the Board.

Section 1.

The decision as to when a reduction in force is necessary due to discontinuance of a department or program, financial exigency, over-staffing, or by direction of the Legislature is reserved to the administration and Board. When reduction in force becomes necessary, the Board or the campus administration shall inform the UNKEA of that fact in writing. It is specifically agreed that the Administration and Board decision that reduction in force is necessary due to the discontinuance of a department or program, financial exigency, over-staffing, or by direction of the Legislature shall not be subject to the grievance and arbitration procedure of this contract; provided, however, that disputes arising under Section 3 and 4 of this Article are grievable.

Section 2.

The University Administration will make a reasonable effort to avoid a layoff by use of attrition whenever possible and before laying off any individual pursuant to this Section shall make a reasonable effort to place individuals in another position within the Kearney administrative unit of the University.

Section 3.

In laying off faculty in accordance with the order listed in Section 4 of this Article, the following criteria shall be utilized.

- (a) Program viability shall be the controlling consideration in all instances.
- (b) A reduction in force shall be made in such a way that the remaining members of the faculty possess necessary qualifications to perform assigned duties needed for offering the programs which remain on a viable basis.
- (c) Faculty members with higher academic preparation, after considering program viability, shall be given retention preference in laying off faculty members that are similarly situated. However, if faculty members have the same academic preparation, the member with more years of teaching service in the Kearney administrative unit of the University shall be retained.

Section 4.

Faculty shall be involuntarily terminated in the following order:

- (a) Faculty of any classification who have already received notice that they will not be reemployed following the expiration of their current Primary Appointment.
- (b) Part-time Faculty.
- (c) Faculty on Special Appointment.
- (d) Faculty on Specific Term Appointment.
- (e) Faculty on Continuous Appointment.

The substantive decisions of the Board or administration to terminate specific Unit Members, due to the discontinuance of a program or department, shall be final and binding and shall not be grievable under this Agreement, except that a Grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board.

Section 5. Tenured employees who are laid off shall retain recall rights for two years following the layoff.

ARTICLE XIII.

PAYROLL DEDUCTIONS

Section 1.

The Board agrees to deduct membership dues established by UNKEA from the salary of any bargaining unit employees authorizing such deduction in writing.

Section 2.

UNKEA agrees to send a certified list, and a copy of the written payroll deduction authorization of all members who request payroll deduction of dues, to the campus payroll office no later than October 5 of each year.

Section 3.

Said authorized deduction shall be made from the monthly pay of each member beginning in October and ending in ~~June~~August of each year.

Section 4.

The aggregate deductions shall be remitted monthly to the Treasurer of the Campus Chapter of UNKEA, together with an itemized statement containing the names of the faculty members from whom deductions have been made and the amount so deducted from each one. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits.

Section 5.

Each faculty member's written authorization shall be valid for the association year and shall remain in effect thereafter for each succeeding year unless and until it is revoked by a notice in writing delivered to the UNKEA and to the campus payroll office on or before October 1st of the year for which such revocation is effective.

Section 6. If dues are deducted and remitted to the UNKEA and its Local Chapters in accordance with the procedure specified in Sections 1, 2, 3, 4, and 5 above, the Association shall be solely responsible in the event of any claims that the deductions and/or remissions were improper.

ARTICLE XIV.

APPOINTMENT & DISMISSALS

Section 1.

The provisions of Sections 4.3 through 4.17 of the Bylaws of the Board of Regents of the University of Nebraska, as the same exist on July 1, 2005, to the extent the same constitute mandatory negotiable terms and conditions of employment, shall apply during the term of the Agreement.

Section 2.

An Appointment for a Specific Term or Special Appointment shall carry no presumption of renewal or reappointment, and will terminate at the end of the stated term, if written notice of non-reappointment is given to the appointee in accordance with standards established by the Board and contained in the By-laws of the Board of Regents of the University of Nebraska, as the same exist on July 1, 2005, or as the same may be amended in accordance with Article XVII of this Agreement, from time to time.

In case of notice of non-renewal of a Specific Term Appointment or non-reappointment of a Special Appointment, at the written request of the unit member within two weeks of receipt of notice, the general reason(s) for non-reappointment or non-renewal shall be provided either orally or in writing to the unit member:

Written reason(s), if provided, shall be communicated by confidential letter or memorandum, and the file copy of such communication shall be treated as a confidential personnel record in accordance with Section 1.4.4 of the Bylaws of the Board of Regents as the same exists on July 1, 2005, or as the same may be amended, in accordance with Article XVIII of this Agreement, from time to time.

The substantive decision of the Administration to terminate or not to renew an appointment shall not give rise to a grievance under Article V of this Agreement; however, such grievance may be pursued based on the allegation that procedures outlined or referred to in Article XIV, Section 1, were not followed.

ARTICLE XV.

WORKLOAD

Section 1.

All unit members will be assigned, after appropriate consultation, duties and responsibilities that may consist of one or more of the following: instruction, research and creative activity, directing and supervising research, service, departmental coordination, and other assignments as may be deemed reasonable in each instance by the Departmental Chairperson and Dean concerned, within standards approved by the Senior Vice Chancellor of Academic Affairs as outlined in the workload policy approved on 8/10/92, or as that policy may be amended from time to time. The administration and the UNKEA will meet and confer in the case of amendment to such policy.

| Section 2. Distance/[Online](#) Education

(a) Principle. This Section establishes policies, procedures, and compensation guidelines for the development, delivery or re-delivery of distance education instruction. Qualified Unit Members shall be given preference in the development, delivery or re-delivery, and/or administration of distance education courses. All distance education courses must be approved by the Department Chair, College Dean, Dean of Graduate Studies, Research, and Distance Education and for newly proposed courses or proposed changes to courses, appropriate College/Faculty Senate Committee(s).

(b) Definition. Distance education is defined as a formal educational process in which the majority of the instruction occurs when the student and instructor are not in the same place at the time of delivery of instruction. Instruction may be synchronous or asynchronous. Distance education may employ all varieties of audio, video, and computer technologies, or a combination of these technologies.

(c) Remuneration for Initial Preparation of Distance Education Courses. Unit Members shall be remunerated for the initial preparation of any distance education course. The “Approval Form of Remuneration for the Initial Preparation of a Distance Education Course” is required for all initial preparations of distance education courses. The Department Chair, the College Dean, and the Dean of Graduate Studies, Research, and Distance Education must approve any form of remuneration.

(d) Remuneration for Reuse, Redevelopment, Redesign, and Updating of Distance Education Courses. A faculty member will not receive initial preparation remuneration for the reuse of a course they have already designed or for an update of a course he or she developed.

A faculty member, who did not initially develop a distance education course, will receive initial preparation remunerated for the redevelopment, redesign, and updating of a course initially designed by someone else.

(e) Presentation Responsibilities. The initial development of a course(s) will be completed prior to the course offering. Responsibilities include, but are not limited to the following:

(i) Initial development and design of the distance education course, which includes, but is not limited to, preparation of such elements as lesson plans, student materials, the selection of textbooks and support materials, and any necessary attention to copyright issues.

(ii) A training session will be required for faculty who have not received prior distance education training or who have no online teaching experience. If faculty have received prior distance education training or have taught online or televised course (s) previously, they are not required to attend a training session.

(iii) Online courses for which faculty have received remuneration will be reviewed using the “Online Course Development Checklist.”

(f) Presentation Fee. Distance Education courses will be offered either as part of the Unit Member’s regular load or as an overload. Overloads must be approved in accordance with Article VII.

(g) Re-Use and Re-Delivery of Distance Education Courses. If, and when, the University wishes to re-use the course in its entirety, the following shall apply:

(i) The decision to reuse a course rests with the instructor who developed the course, the Department Chair, and the Dean of the College, consistent with (ii) and (iii) below.

(ii) If an entire course is reused and offered for credit in a subsequent semester, the Unit Member(s) who initially prepared and/or taught the course shall be notified and given first consideration to administer the reuse of the course. If the Unit Member(s) who initially prepared the course declines to administer the reuse the sponsoring Department may assign another Unit Member to teach the course. The course will be taught either in-load or as an overload.

(iii) If a decision is made to revise the course, the Unit Member(s) who created the course shall have the first right to revise the course. If the Unit Member(s) decline, the Department may offer the course to another Unit Member(s) for revision. Compensation for any revision falls within the terms of Section 2 (d) of this article as noted above.

(iv) Permission is required from the faculty member to record, stream, or archive that faculty member's course.

(v) Unit Members(s) may appeal any decisions under this Article to the Continuing Education Committee for review and recommendation.

(h) Additional Instructional Costs/Support. Unanticipated special circumstances may occur which may include, but are not limited to, large enrollments, heavy grading load, numerous site visits, proctoring and/or tutoring, etc., which require additional instructional support. In addition, there may be a need for technical assistance. In such situations, supplementary resources may include, but are not limited to, graduate or undergraduate assistance, additional support staff, technical support, etc. These arrangements shall be agreed to by the Unit Member, Chair of the sponsoring Department, the College Dean, the office of Continuing Education and other appropriate technical support personnel.

(i) Ownership of Distance Education Courses. Once a course has been developed and/or delivered, the course becomes the property of the faculty member.

(j) Unit Member Right to Use. The Unit Member(s) who originally created the distance education course retains the right use his or her course he or she deems appropriate to the teaching of that course.

Section 3. Intellectual Property.

All matters regarding the creation, ownership, distribution, and dissemination of intellectual property are governed by the terms of Regents policy on Intellectual Property, RP-4.4 (RP 94 06/01/2002).

Relative to Section 5.2 and 5.2b it is understood that online and other modes of distance course delivery and development generally do not constitute the substantial use of University resources, and that instructional materials developed by a faculty member in the process of delivering the course shall be the property of the faculty member.

ARTICLE XVI.

UNK GUIDELINES: EVALUATION, PROMOTION AND TENURE

Section 1.

The evaluation, promotion and tenure guidelines approved in 8/10/92, and as revised in 1994, 1996, 1998, 1999, and 2008 and provided in the UNK Faculty Handbook, will remain in force during the term of this Agreement unless altered, amended, or otherwise modified through the mutual consent of the Board and the UNKEA or as may be required by revision to Board policy that does not constitute mandatory negotiable terms and conditions of employment. Notwithstanding any such revision or modification, a faculty member shall have access to all material submitted for evaluation and the opportunity to respond in writing. Results of any review shall be communicated to the faculty member in writing.

Section 2.

The University of Nebraska at Kearney Guidelines: Evaluation, Rank and tenure and Personnel Files, as revised Fall, 1999, are subject to the Collective Bargaining Agreement, as are such college and department additions to these Guidelines, and any violation of the terms or procedures of the Guidelines are subject to the application of Articles V and XIV of the contract.

ARTICLE XVII.

DURATION AND LIMITATION OF CONTRACT

Section 1.

This instrument constitutes the entire contract between the parties hereto and shall, during its term, be binding upon the Board, the Association, and their respective members' successors or assigns. This Agreement shall not be altered or amended except by the written agreement of the parties duly executed by the Board and the UNKEA.

Section 2. Severability:

In the event that any provisions of this Agreement or any part thereof, is for any reason found by a court of competent jurisdiction to be in violation of the state or federal constitution, statute, or regulations promulgated thereunder or to be otherwise unenforceable, the remainder of this Agreement and each other provision or a part hereof shall be and remain in full force and effect.

Section 3. Complete Understanding:

The parties acknowledge and agree that during the term of negotiations which have resulted in this Agreement, they and each of them have had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at thereby are set forth in this Agreement; that this Agreement is intended to supersede and replace all prior agreements or understandings to which the UNKEA or its predecessor was a party; and that this Agreement shall be and constitute the entire Agreement between the parties for the period herein stated and shall not be altered, amended, supplemented, deleted, enlarged or modified, except through the mutual agreement set forth in writing and signed by the parties hereto.

Section 4. Reservation of Rights:

Anything herein to the contrary, notwithstanding the Board and the campus administration, except as expressly limited in this Agreement, reserves exclusively unto itself all rights, functions, responsibilities, powers, discretions, authorities and prerogatives vested in it whether exercised or not, and nothing herein shall be deemed or construed in any way to constitute a delegation or waiver of any such right, function, responsibility, power, discretion, authority or prerogative.

Section 5. Meet and Confer:

Representatives of the Board and the UNKEA shall confer at such times as may be mutually agreeable to both Parties to discuss the administration of this Agreement and/or problems of mutual concern. These meetings shall be held in Kearney, Nebraska or Lincoln, Nebraska as required, but unless mutually agreed on, not more frequently than 9 times a year. Unless otherwise agreed on, a mutually acceptable written agenda shall be established at least five (5) days prior to each meeting.

APPENDIX A

EXCLUSIONS FROM BARGAINING UNIT - UNKEA

1. Chancellor
2. All Vice Chancellors
3. All Deans
4. All Assistant Vice Chancellors
5. Director Sponsored Programs
6. Executive Assistant to the Chancellor
7. Athletic Director
8. Director of University Public Safety
9. Director of Human Resources
10. Director of Institutional Research
11. Budget Officer
12. Director Financial Aid
13. Director of University Communications Media Relations
14. Director of Student Center/Union
15. Director of Finance
16. Director of Career Services
17. Director of Admissions
18. Director of Student Records/Registration
19. Director of Business Services
20. Director of Facilities
21. Director/Curator of Museum of Nebraska Art
22. Director of Alumni Services
23. Director of Counseling and Health Center
24. Director of Nebraska Business Development Center
25. All Librarians without Faculty Rank
26. All Office/Service Staff Personnel
27. All Managerial/Professional Staff Personnel
28. Temporary and Regular Part-Time Faculty
29. Director of Center for Rural Research and Development
30. Any Faculty Appointments for less than one Academic Year in any Rank
31. Courtesy Faculty Appointments
32. Special Appointments to Ranks preceded by the designation "Visiting"
33. Any military personnel assigned to teach military science or similar courses under any reserve officer training program officially offered by UNK
34. Director Student Housing
35. Director Multi-Cultural Affairs
36. Director Graduate Admissions
37. Director KASE
38. Director Systems and Programming
39. Director Childcare
40. All Coaches with Primary Appointment – Non Faculty

Unit members holding Special Appointments which expire at the end of an academic year and who are reappointed for the succeeding academic year will be deemed to be Unit Members and represented by UNKEA.

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APPENDIX B

GRIEVANCE FORM
UNIVERSITY OF NEBRASKA AT KEARNEY
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION
FILING OF GRIEVANCE

Name of Grievant _____ Date _____

College _____ Department/Program _____

Address to which mailings pertaining to this grievance should be sent:

Provision(s) of Agreement violated:

Article(s) _____ Section(s) _____

Board and/or local campus policies, and/or practices related to terms and conditions of employment violated:

Statement of grievance (include date of acts or omissions complained of):

Remedy sought:

I will be represented in this grievance by: (check one)

UNKEA _____ Legal Counsel _____ I will represent myself _____

I do _____ do not _____ want a postponement for up to twenty-one (21) days to seek informal resolution of this grievance.

I understand that the Board of Regents shall be freed from the obligation to entertain or proceed further with this grievance if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

copy to: _____ UNKEA
_____ Board

Signature of Grievant

APPENDIX C

GRIEVANCE FORM
UNIVERSITY OF NEBRASKA AT KEARNEY
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION
REQUEST FOR REVIEW OF STEP 1 DECISION

Name of Grievant _____ Date _____

College _____ Department/Program _____

I hereby request that the Board of Regents or their designee review the attached decision made in connection with the attached grievance because:

I received the decision on _____, and filed this request for review with the

Board of Regents on _____ by (check one):

- certified mail
- registered mail
- restricted delivery mail
- return requested mail

copy to: UNKEA
 Board

Signature of Grievant

APPENDIX D

GRIEVANCE FORM
UNIVERSITY OF NEBRASKA AT KEARNEY
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION
REQUEST FOR REVIEW OF STEP 2 DECISION

Name of Grievant _____ Date _____

College _____ Department/Program _____

I hereby request that the Board of Regents or their designee review the attached decision made in connection with the attached grievance because:

I received the decision on _____, and filed this request for review with the Board of Regents on _____ by (check one):

- certified mail
- registered mail
- restricted delivery mail
- return requested mail

copy to: UNKEA
 Board

Signature of Grievant

APPENDIX E
Board of Regents/UNKEA
Dependent Tuition Remission Transfer

Reference: Article VIII, Section 5.

Pursuant to Section 3.7 of the Bylaws of the Board of Regents of the University of Nebraska, all University of Nebraska employees who meet the Employee Scholarship Program employment eligibility conditions may elect to transfer all or part of their employee scholarship benefit to their spouse or to their dependent children. The following provisions shall apply to the Dependent Scholarship Program:

1. Definitions

The following definitions shall apply to the Dependent Scholarship Program:

- a. Spouse shall be an employee's husband or wife, as recognized by the laws of the State of Nebraska.
- b. Dependent child shall mean any naturally born child, legally adopted child, stepchild, or ward of an employee who (i) is unmarried and under [24-26](#) years of age, and (ii) is chiefly dependent on the employee for support (claimed as a dependent for tax purposes).

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2. Eligibility for Dependent Scholarship Program

- a. All regular full-time (1.00 F.T.E.) employees of the University who meet the employment eligibility requirements of the Employee Scholarship Program may transfer up to a total of fifteen (15) credit hours per year (August through July) to their spouse or to any dependent child at tuition equal to the University's resident tuition charge per semester credit hour at the campus of attendance.
- b. The Dependent Scholarship Program is only available to an employee's spouse or any dependent child who is an admitted student of a University of Nebraska campus and who has met all normal academic requirements for the course(s) taken. Full-time student enrollment status is required for a dependent child to be eligible, but not for a spouse. An affidavit will be required to document the status of dependent children. The University reserves the right to request copies of tax returns and or other supporting documentation.

c. All retired employees of the University who have met the normal retirement regulations may apply the dependent scholarship program to their spouse or to their eligible dependent children.

3. Terms and Conditions

a. The Dependent Scholarship Program will be limited to undergraduate academic credit courses at any campus of the University of Nebraska.

b. The Dependent Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour at the campus of attendance, subject to the limitations listed in Section (e) below.

c. Dependents whose applications have been approved shall pay all normal admission and matriculation fees including lab fees, course fees and UPPF fees, and all usual course-related costs such as books and supplies.

d. The maximum total of credit hours that may be transferred by an employee to one or more dependents will be the equivalent of fifteen (15) semester credit hours in any 12 month period (July through August) and is restricted to no more than nine (9) credit hours per semester.

e. Dependents eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the University of Nebraska Dependent Scholarship Program. If the dependent's tuition cost are not entirely covered by the other programs, the University of Nebraska Dependent Scholarship Program shall allow for the difference up to the maximum established herein.

f. Employees will be billed for their dependent tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.

g. Unit members, who were eligible for the tuition remission program described in Article VIII, Section 5, will have a one-time option between that program and the dependent tuition remission transfer described herein. That option shall be exercised at the unit members' first use of dependent tuition remission following July 1, 2001.